Anwar et al v. Fairfield Greenwich Limited et al Doc. 71

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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INTER-AMERICAN TRUST, ELVIRA 1950 TRUST, CARLOS GAUCH, and BONAIRE LIMITED, on behalf of themselves and all others similarly situated

Plaintiffs,

v.

FAIRFIELD SENTRY LIMITED, FAIRFIELD GREENWICH GROUP, FAIRFIELD GREENWICH (BERMUDA) LTD., FAIRFIELD GREENWICH LIMITED, FAIRFIELD GREENWICH ADVISORS LLC, FAIRFIELD RISK SERVICES LTD., CITCO BANK NEDERLAND N.V. DUBLIN BRANCH, CITCO FUND SERVICES (EUROPE) B.V., WALTER M. NOEL, JR., JEFFREY H. TUCKER, AND ADRES PIEDRAHITA,

Defendants.

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No. 09-CIV-00301(VM)

WAIVER OF SERVICE OF SUMMONS AND COMPLAINT

TO: Sashi Bach Boruchow, Esq.

I have received your request to waive service of a summons on Citco Fund Services (Europe) B.V. in the above-styled action along with a copy of the complaint, two copies of this Waiver form, and a prepaid means of returning one signed copy of the form to you.

On behalf of Citco Fund Services (Europe) B.V. ("Citco Fund Services"), I agree to save the expense of serving a summons and complaint in this case.

I understand that Citco Fund Services will keep all defenses or objections to the lawsuit, the Court's jurisdiction, and the venue of the action, but that Citco Fund Services waives any objections to the absence of a summons or of service.

Dockets.Justia.com

I also understand that Citco Fund Services must answer, move to dismiss or otherwise respond within forty-five (45) days from the date Plaintiffs file a Consolidated Amended Complaint in the action styled *Anwar et al. v. Fairfield Greenwich Group et al., Litigation*, No. 09CV00118 (S.D.N.Y.), or within such time as otherwise ordered by the Court. If Citco Fund Services fails to respond, a default judgment may be entered against it.

I certify that this request is being sent to you on the date listed below.

Dated: March 11, 2009

Lewis Brown, Esq.

DUTY TO AVOID UNNECESSARY EXPENSE OF SERVING A SUMMONS

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the Untied States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Fed. R. Civ. P. 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.